



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Agreement with Casey Printing, Inc., of King City for the Production of Five Issues of the Lodi Community Activity Guide (\$45,323)

MEETING DATE: October 19, 2011

PREPARED BY: Director of Parks, Recreation and Cultural Services

RECOMMENDED ACTION: Adopt resolution approving agreement with Casey Printing, Inc., of King City for the production of five issues of the City of Lodi Community Activity Guide (\$45,323).

BACKGROUND INFORMATION: The City of Lodi Activity Guide is the vehicle used to promote City sponsored sports, recreation and arts activities, as well as promoting local arts organizations and arts businesses. 25,000 guides are distributed three times per year, throughout Lodi and the surrounding areas. We are requesting a contract for two years; the remainder of 2011-2012 fiscal year and all of the next fiscal year. The following are the respondents to the RFP:

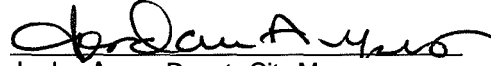
Wesco Graphics, Inc.	\$44,559	Casey Printing, Inc.	\$45,323
Commerce Printing Services	\$49,170	Folger Graphics, Inc.	\$51,446

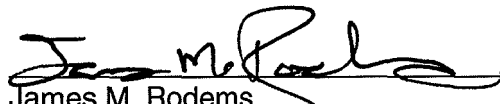
Staff recommends the printing agreement be awarded to Casey Printing, Inc. They have produced the past three issues, offering printing, binding duplication, lay-out delivery to four drop centers, estimated postage and estimated taxes at a competitive price and the highest quality. This agreement will cover five issues (January 2012 through June 2013) for a total of 125,000 copies. Due to the fact of the short window of time between printings, it is critical to choose a company that can meet our publishing needs. Although not requested in the RFP, they have the ability to transition to web capabilities in the future.

FISCAL IMPACT:

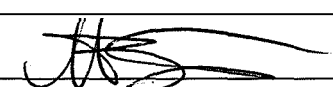
Fiscal year 2011-2012 Budget	\$18,129.22
Fiscal year 2012-2013 Budget	\$27,193.83

FUNDING AVAILABLE: 347219.7301 and 347211.7301


Jordan Ayers, Deputy City Manager


James M. Rodems
Director of Parks, Recreation and Community Services

APPROVED: _____


Konradt Bartlam, City Manager



PRODUCTION AGREEMENT

DATE: September 27, 2011
CUSTOMER: City of Lodi
CONTACT: Diane Amaral
TELEPHONE: (209)333-5511
FAX: (209)367-5906

QUOTE#: LODI09272011
BILLING ADDRESS:
125 S. Hutchins St
Lodi, CA 95240

FORMAT: Saddle Stitched Book
QUANTITY: 25,000 per Issue
TITLE: City of Lodi Community Activity Guide- 5 Issue Contract
FINISHED SIZE: 8 1/4 x 10 3/4
PAGES: 24 + 4 page cover
PRE-PRESS: Layout and Design from provided word and publisher files.

PAPER: Cover: 80# Gloss Book
Text: 50# Offset
(Availability and price subject to change at any time)

INKS: Cover: 4cp/4cp with Bleeds
Text: Black + 1 Stock PMS with bleeds throughout

BINDING: Saddle Stitch
PACKAGING: Bundle & Skid 7,400 for Lodi News-Sentinel.
Carton Pack approx 3,600 Office Copies- Hutchins Street
Carton Pack approx 8,500 copies for LUSD- (add below)
Inkjet mail approx 5,500 copies (add below)
FREIGHT: F.O.B. King City

CHARGES

(If tax is applicable, it will be added to the invoice.)

QUANTITY: 25,000 per Issue

Production: PER ISSUE	
Estimated Layout and Design:	\$1,032.00
Printing	\$5,753.60
Estimated Tax, 7.75%, add:	\$64.21

Fulfillment : (estimated)

Inkjet, sort, tray & prepare USPS paperwork for 5,500 copies from cust. supplied mail list, ADD: \$322.00

Estimated Postage, Per Issue: \$1,307.80 (*postage to be paid directly to USPS by City of Lodi*)

Carton Pack 8,500- pick and pack based on list for 76 schools, skid for delivery to LUSD, ADD: \$200.00

Estimated Delivery 4 drops Lodi via Common Carrier, ADD: \$385.00

TERMS: Net 30 WPO

Price guaranteed for 5 Consecutive Issues except for that amount involving paper. Please sign below as your agreement to all specifications, terms, conditions and charges listed above, on back and enclosed.

Elissa Smith

Elissa Smith
Casey Printing

9/27/11
Date

City of Lodi

Date

DBS

Terms & Conditions of Sale

This contract is entered into by and between Casey Printing, Inc., a California Corporation, hereafter referred to as CASEY, and "Customer" pursuant to the Terms and Conditions of Sale listed below.

1. Quotation

A quotation not accepted within 30 days is subject to increase or decrease based upon any increase or decrease in the cost of labor and materials at the time of acceptance.

2. Accuracy of Specifications

Quotations are based on the accuracy of the specifications provided. CASEY can quote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

3. Orders

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond CASEY'S control. Canceled orders require compensation for incurred costs and related obligations.

4. Experimental Work

Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until CASEY has been reimbursed in full for the amount of the charges billed.

5. Creative Work

Creative work, such as sketches, copy, dummies and all preparatory work created or furnished by CASEY, shall remain its exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation based upon current rates charged for our various services.

6. Condition of Copy

Upon receipt of original copy, manuscript or customer furnished artwork, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

7. Preparatory Materials

Artwork, type, plates, negatives, positives and other items when supplied by CASEY shall remain the property of CASEY.

Color Separations, Dies and other Printing Aids are regarded as having been sold to the customer prior to physical use because of separate listing and pricing.

8. Electronic Manuscripts/Images

It is the customer's responsibility to maintain a copy of the original file. CASEY is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by CASEY, no claims or promises are made about CASEY'S ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

9. Alterations

An alteration is work performed in addition to the original specifications. Such additional work shall be charged for at CASEY'S current rates for labor and materials.

10. Prepress Proofs

Proofs shall be submitted with original copy. Corrections are to be made on "master set", returned marked "O.K." or "O.K. with corrections" and signed and dated by customer. CASEY shall not proceed with work until proofs are returned. If revised proofs are desired, request must be made when proofs are returned. CASEY regrets any errors that may occur undetected through production, but cannot be held responsible for errors if the work is printed per customer's O.K.; or if changes are communicated verbally. CASEY shall not be responsible for errors if the customer has refused to accept or return proofs, or has instructed CASEY to proceed without submission of proofs.

11. Press Proofs

Unless specifically provided in writing in CASEY'S quotation, no press proofs will be provided. An inspection sheet of any form or signature can be submitted for customer review and approval, at no charge, provided customer is available at CASEY'S facilities during the time of press makeready. Any changes, corrections or lost press time due to customer's change of mind or delay will be charged for at CASEY'S current rates for labor and materials.

12. Color Proofing

Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.

13. Overruns or Underruns

Overruns or underruns will not exceed 10 percent of the quantity ordered. CASEY will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

14. Customer's Property

CASEY shall charge the customer at current rates, for handling and storing customer's stock, printed matter or other materials held more than 30 days.

CASEY will maintain fire and extended coverage on all property belonging to the customer, while such property is in CASEY'S possession. CASEY'S liability for such property shall not exceed the amount recoverable from such insurance.

It is understood that the gratuitous storage of customers property is solely for the benefit of the customer.

15. Delivery

Unless otherwise specified, the price quoted is for single shipment, without storage, F.O.B. CASEY'S loading dock. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise, and shall be charged for at CASEY'S current rates. Charges related to delivery from customer to CASEY, or from customers supplier to CASEY are not included in any quotations unless specified. Materials delivered from customers or their suppliers are verified with delivery tickets as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and CASEY cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work or segment, whichever occurs last.

16. Production Schedules

Production schedules, if and when established, will be adhered to by the customer and CASEY, provided that CASEY shall not incur any liability or penalties for delay due to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority and act of God or other causes beyond the control of CASEY. Any cost due to delay caused by customer shall be charged for at CASEY'S current rates. Delay caused by customer may result in the rescheduling of work to the available open production time frame.

17. Customer Furnished Materials

Camera copy, artwork, electronic/magnetic media, special dies, paper stock, color separations and other customer furnished materials shall be manufactured and delivered to CASEY'S specifications. Additional cost due to delays or impaired production caused by deficiencies in customer supplied materials shall be charged to the customer at CASEY'S current rates.

18. Taxes

All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse CASEY for any additional taxes paid.

19. Terms

Payment shall be cash one-half upon acceptance of quotation and one-half upon delivery of the printing job. Claims for defects, damages, shortages must be made by the customer in writing within 14 days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. CASEY'S sole liability shall be limited to the stated selling price of any defective goods, or replacement of defective goods at CASEY'S option. As security for payment of any sum due or to become due under terms of any Agreement, CASEY shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in CASEY'S possession including work in process and finished work, whether related to this job or not. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security interest and lien.

Customer agrees to pay interest on all accounts 30 days past due at the rate of 1.5% per month. If legal action is brought to enforce the terms of this contract, Customer agrees to pay all court cost and reasonable attorney's fees. Customer agrees to pay a reasonable returned check fee of not less than \$25, in accordance with section 1719 of the Civil Code of the State of California.

20. Liability

1. Disclaimer of Express Warranties

CASEY warrants that the goods are as described in this Contract, but no other express warranty is made with respect to the goods. If any sketches, copy, dummies, samples, and/or all preparatory work was shown to customer, such were used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to them.

2. Disclaimer of Implied Warranties

CASEY'S sole warranty is that the services will conform to the description contained in this contract, will be free of defects of materials and workmanship and conform to CASEY'S standard quality. There are no warranties which extend beyond the description or the facts hereof.
(U.C.C. Section 2316(2).)

21. Indemnification

The customer shall save, indemnify, defend and hold harmless CASEY from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against CASEY on any and all grounds, regardless of responsibility for negligence and which might arise in connection with the agreed work, including but not limited to allegations or claims that the said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal or economic rights. The customer agrees to defend promptly and continue the defense of any such claim, demand, action or proceeding that may be brought against CASEY, at the customer's sole expense, provided that CASEY shall promptly notify the customer with respect thereto, and provided further that CASEY shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof. CASEY reserves the right, in CASEY'S sole discretion, to refuse to print any matter which, in his judgement, he or she shall deem improper, libelous or scandalous.

22. Venue

The parties agree that this contract is entered into in Monterey County, California. If legal action is brought on behalf of either party to enforce its terms, proper venue shall be in the County of Monterey, California.

relating to

San Joaquin

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RESOLUTION NO. 2011-159

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE AGREEMENT WITH CASEY PRINTING, INC., FOR THE
PRODUCTION OF THE LODI COMMUNITY ACTIVITY GUIDE
FOR THE PERIOD OF JANUARY 2012 TO JUNE 2013; AND
FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENT ON BEHALF OF THE CITY OF LODI

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WHEREAS, Casey Printing, Inc., has produced the past three issues of the Lodi Community Activity Guide, offering printing, binding, duplication, lay-out, delivery to four drop centers, estimated postage, and estimated taxes at a competitive price and the highest quality; and

WHEREAS, approval of this Agreement will cover five issues; January 2012 through June 2013, a total of 125,000 copies; and

WHEREAS, although Casey Printing is not the lowest bidder, it provides the highest quality products in the shortest turn-around time, along with superior customer service; therefore, staff recommends Council approve the agreement with Casey Printing, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the agreement with the Casey Printing, Inc. to produce the next five issues of the Lodi Community Activity Guide; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Lodi.

Dated: October 19, 2011

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I hereby certify that Resolution No. 2011-159 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 19, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, Nakanishi,
and Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk